

ILLINOIS COMMERCE COMMISSION

DOCKET NO. 00-0007

REBUTTAL TESTIMONY

OF

RICHARD A. VOYTAS

Submitted on Behalf of

OF

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY d/b/a AmerenCIPS

AND

UNION ELECTRIC COMPANY d/b/a AmerenUE

March 3, 2000

OFFICIAL FILE

ILL. C. C. DOCKET NO. 00-0007

Ameren Exhibit No. 3.0

Witness _____

Date 3-9-00 Reporter CB

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1. Q. Please state your name and business address.

A. Richard A. Voytas, Ameren Services Company, One Ameren Plaza, 1901
Chouteau, P.O. Box 66149, St. Louis, Missouri 63166-6149.

2. Q. By whom are you employed?

A. I am employed by Ameren Services as a Supervising Engineer of the
Corporate Analysis section in the Corporate Planning Department.

41
42 **3. Q. How long have you held your position and briefly describe your**
43 **responsibilities?**

44 A. The attached Appendix A summarizes my educational background, work
45 experience and the duties of my position.
46

47 **4. Q. In his direct testimony, ComEd witness Feerick proposes that the**
48 **Staff's proposed instructions be modified to eliminate the parenthetical definitions**
49 **in Paragraph F. (b). Would you please comment on Mr. Feerick's proposal?**

50 A. Yes, Ameren opposes Mr. Feerick's proposal. Mr. Feerick contends that
51 the definition of "Marketer Firm" is misleading and that the definition of Native Load
52 Firm is incorrect. Mr. Feerick never explains exactly how the definition of Native Load
53 Firm is misleading. The proposed instructions define "Marketer Firm" as "interruptible,
54 but with liquidated damages." Mr. Feerick argues that "all types of firm power are
55 curtailable." He goes on to contend that "Marketer Firm approaches the traditional level
56 of firmness of Firm as Native Load" and that "it becomes nearly indistinguishable from
57 Firm at Native Load when delivered over firm transmission."
58

59 **5. Q. Is Marketer Firm the same as Firm as Native Load?**

60 A. No, it is not. "Marketer Firm" (MF) is a financially based product
61 whereas "Firm as Native Load" (FNL) is a facilities based product. A facilities based
62 product requires that capacity be available to both serve and reserve the load. A
63 financially based product does not have capacity or reserve requirements. Should it be
64 necessary to curtail load, the load served by facilities based capacity is the last load to be

65 curtailed. Conversely, load served by financially based energy and capacity is curtailed
66 ahead of facilities based capacity.

67
68 **6. Q. Mr. Feerick states that the Firm as Native Load product is “very rare**
69 **in the wholesale marketplace.” Do you agree with this statement?”**

70 A. No, I do not. Ameren supplies the “Firm as Native Load” product to several of
71 its wholesale customers.

72
73 **7. Q. Is it important to distinguish between MF and FNL for NFF reporting**
74 **proposes?**

75 A. Yes, it is. FNL is a different product than MF. The NFF report should
76 capture the specific prices of these different products. Thus, it would be improper to
77 blend MF and FNL products in the NFF report.

78
79 **8. Q. Should the Commission reach a decision that equates MF and FNL?**

80 A. No, it should not. This is a reliability issue that should be addressed in a
81 reliability docket rather than a pricing docket. Further, it is important that a precedent not
82 be set in this docket that gives the impression that MF and FNL products are equivalent.

83
84 **9. Q. Does this conclude your testimony?**

85 A. Yes, it does,

86

87

Attachment A

88

89

QUALIFICATIONS

90

91

92

My name is Richard A. Voytas and my business address is 1901 Chouteau Avenue, St.

93

Louis, MO 63103. I reside in St. Louis County, Missouri.

94

My educational background consists of a Bachelor of Science degree in Mechanical

95

Engineering from the University of Missouri-Rolla in 1975 and a Masters In Business

96

Administration from St. Louis University in 1979. I am a registered professional engineer in the

97

state of Missouri.

98

I was employed full time by Union Electric beginning in May of 1975. Effective with the

99

merger of Union Electric Company and Central Illinois Public Service Company into the

100

Ameren Corporation, I assumed employment with Ameren Services, My work experience

101

started at Union Electric as an Assistant Engineer in the Engineering and Construction function.

102

I worked as an Assistant Engineer from 1975 to 1977. In 1977 I was promoted to Fuel Buyer in

103

the Supply Services Function. In 1981 I transferred to the Engineering Department at Union

104

Electric's Rush Island Plant. In 1982 I accepted a position in the coal marketing department at

105

Cities Service Company in Tulsa, OK. In late 1982 I left Cities Service Company and returned

106

to Union Electric as an Engineer in the Corporate Planning Department. From 198'2 through

107

1992 I worked as an Engineer in the Corporate Planning Department, Engineer in the Quality

108

Improvement Department and Engineer in the Rate Engineering Department. In 1993 I was

109

promoted to Senior Engineer. In 1995 I was promoted to Supervising Engineer in the Demand-

110

Side Management section of Corporate Planning. In July 1998 the Resource Planning,

111

Forecasting, Load Research and Demand-Side Management sections were combined into one

113

114 section of Corporate Planning and I was named Supervisor of that section known as the
115 Corporate Analysis Department.

116 I have previously submitted testimony on various topics concerning planning before the
117 Missouri Public Service Commission and the Illinois Commerce Commission.